

ASCM COMPLIANCE AND POLICY STATEMENTS

For the purposes of these ASCM Compliance and Policy Statements (“**Statements**”), the term “**Volunteer**” shall mean any person, compensated or uncompensated, who performs services for ASCM and who is not an ASCM employee.

Volunteers may include, but not be limited to, committee members, task force members, workgroup members, panelists, subject matter experts (“SMEs”), and content creation and editorial service providers.

ASCM CODE OF ETHICAL PRINCIPLES & STANDARDS OF CONDUCT

1. **Personal and Professional Integrity**

ASCM promotes a working environment that values respect, fairness, and integrity. As a representative of the ASCM organization, each member of the professional staff, the ASCM Board of Directors (“Board”), and ASCM volunteer will act with honesty, integrity and openness in all their dealings.

2. **Mission**

ASCM has a clearly stated mission and purpose, approved by the Board. The ASCM mission is responsive to the voice of the customer and to the communities served by the ASCM organization. Each ASCM program supports that mission. Each individual who works for or on behalf of ASCM must understand and be loyal to that mission and purpose.

3. **Governance**

The Board has the responsibility and the authority to set the mission and strategic direction of the organization, as well as provide oversight of the finances, operations, and policies of the organization. The Board:

- Ensures, through the nominating committee, that its members have the requisite skills and experience to carry out their duties and that all Board members understand and fulfill their governance duty to act for the benefit of ASCM;
- Has a conflict of interest policy that ensures that any conflicts of interest or the appearance thereof are addressed through prompt and timely disclosure, recusal, investigation, and/or other appropriate action;
- Ensures the Chief Executive Officer and the appropriate professional staff provide the Board with timely and comprehensive information so the Board can effectively carry out its duties;
- Ensures that ASCM conducts all transactions and dealings with integrity and honesty;
- Ensures that ASCM promotes working relationships with Board members, professional staff, volunteers, and other stakeholders that are based on mutual respect, fair dealing, openness, and respect for applicable laws and regulations;
- Ensures that the organization is fair and inclusive in its employment conditions, including but not limited to its staff hiring and promotion policies; ASCM is committed to the spirit and the letter of regulations and laws that promote and ensure equality of treatment in hiring and all employment conditions and opportunities;
- Ensures that the organization is fair and inclusive in its selection of Board members and its assignment of volunteers to committees and councils and positions of leadership, and in accord with the spirit and the letter of regulations regarding equality of treatment in professional opportunities;
- Ensures that ASCM policies are in writing, clearly articulated, officially adopted, and implemented impartially and with respect for the spirit and the letter of the policies;
- Ensures that the resources of the organization are responsibly and prudently managed; and
- Ensures that ASCM has the resources and capacity to carry out its programs effectively.

4. **Legal Compliance**

It is ASCM policy to be knowledgeable of and in compliance with all applicable laws and regulations.

5. Responsible Stewardship

It is ASCM policy to manage its funds responsibly and prudently:

- ASCM spends a reasonable percentage of its annual budget on programs in pursuance of its mission;
- ASCM spends an adequate amount on administrative expenses to ensure effective accounting systems, internal controls, competent staff, and other expenditures critical to professional and legally compliant management of the ASCM organization;
- ASCM compensates professional staff, and any others who may receive compensation, reasonably and appropriately and with full regard for all applicable laws and regulations;
- ASCM does not accumulate operating funds excessively;
- ASCM ensures that all spending practices and policies are fair, reasonable, and appropriate to fulfill the mission of the organization; and
- All financial reports are factually accurate and complete in all material respects.

6. Openness and Disclosure

ASCM provides comprehensive and timely information to its stakeholders as appropriate and is responsive in a timely manner to reasonable and appropriate requests for information. It is also ASCM policy to ensure that all financial, organizational, and program reports are complete and accurate in all material respects.

7. Program Evaluation

ASCM regularly reviews program effectiveness and has mechanisms to incorporate lessons learned into future programs. ASCM is committed to improving program and organizational effectiveness. ASCM is responsive to changes in its field of activity and is responsive to the needs of its stakeholders.

8. Inclusiveness and Diversity

ASCM has a policy of promoting inclusiveness and diversity. ASCM professional staff, Board, and volunteers reflect that commitment to diversity in order to enrich its programmatic effectiveness. It is ASCM policy to promote inclusiveness and diversity in matters pertaining to employment conditions provided to its professional staff, as well as in the recruitment of Board members and volunteers, and among the communities served by the ASCM organization.

9. Standards of Conduct

As an ASCM volunteer, it is your duty to:

1. Maintain the highest standards of personal conduct;
2. Actively promote and encourage the highest level of ethics within the industry or profession ASCM represents;
3. Act in the best interest of ASCM;
4. Act openly, fairly and in good faith towards ASCM;
5. Maintain loyalty to ASCM and pursue its objectives in ways that are consistent with the public interest;
6. Recognize and discharge your personal responsibility and that of ASCM to uphold all laws and regulations relating to the organization's policies and activities;
7. Strive for excellence in all aspects of the management of ASCM;
8. Use only legal and ethical means in all ASCM activities;
9. Serve all members of ASCM impartially and provide no special privilege for any individual member;
10. Accept no personal compensation from a member in your capacity as an ASCM Board, committee, or sub-group member except with full disclosure and the knowledge and consent of ASCM Board, Committee, or sub-group. This does not apply to small gifts, such as gift certificates, plaques, apparel, etc., provided by sponsors (chapters, e.g.) for unpaid speaking engagements, etc;

11. Comply with all ASCM bylaws, rules and policies, including without limitation, those policies pertaining to disclosure of actual or apparent conflicts of interest, and improper acceptance of gratuities;
12. Maintain the confidentiality of privileged information entrusted or known to you by virtue of your position;
13. Refrain from engaging in or countenance activities for personal gain at the expense of ASCM or its industry or profession;
14. Refrain from using your position with ASCM to advance an outside interest;
15. Refrain from engaging in or countenance discrimination or harassment on the basis of race, sex, age, religion, national origin, sexual orientation, disability or any other protected class;
16. Refrain from engaging in or countenance infringement or misuse of ASCM intellectual property;
17. Always communicate ASCM internal and external statements in a truthful and accurate manner by assuring that there is integrity in the data and information used by ASCM; and
18. Not to become the subject of public disrepute, contempt, or scandal that affects your image or goodwill.

CONSTRAINTS OF ASCM CERTIFICATION COMMITTEE MEMBERSHIP

If You serve on the ASCM Certification Committee, then the following terms apply to you:

The following is the ASCM Certification Department constraints regarding teaching while serving as a Committee member for a high-stakes certification, including, but not limited to, CPIM, CSCP, and CLTD subcommittees. These constraints shall not apply to Committee members for credential programs, such as SCOR.

Professional Ethics

ASCM Certification committee members shall not accept any speaking or teaching assignments or engagements that are designed and advertised as training courses for the certification examination in their affiliated area.

The following statements will clarify this policy:

1. Very simply, we must not allow ourselves to be in a position that even suggests the possibility of a conflict of interest. We are confident that no one associated with the certification program would actually take advantage of inside information. However, we must not give even the appearance of providing an unfair advantage to some subset of the body of certification candidates.
2. Both chairs and members of committees of ASCM shall abide by the foregoing statement with regard to the module or exam for which they are responsible. It is permissible, however, for a committee member or a chair to teach certification preparation topics that relate to any of the other examination modules.
3. This policy regarding teaching of certification preparation classes extends for a period of one year after an individual retires or is removed from the certification committee or exam subcommittee.

In addition, it is the policy of the ASCM Certification Department to prohibit the chair or a committee member from authoring or co-authoring of any publication which is listed as an official reference for the module with which they are affiliated.

By signing below, You represent that You have read, understood, and agree to comply with the above “Constraints of Committee Members”. Moreover, You understand and agree that noncompliance with any provision of this policy may be grounds for immediate removal from the committee or subgroup.

ASCM CONFIDENTIALITY POLICY

In consideration of your service as an ASCM volunteer, you agree that you will at no time, either during your term of office or during the five-year period following termination thereof, for any reason, use for your own benefit or for benefit of any third party, or disclose to any third party, any “confidential information or trade secrets” of ASCM, other than as necessary in the course of ASCM’s business and in the scope of your authority as a volunteer or upon ASCM’s prior written consent. In addition to the foregoing, you agree to take reasonable and necessary steps to protect the confidentiality of said information. You agree not to remove any such information from ASCM’s premises or the premises of any meeting, or make copies thereof except as needed to perform your duties as a volunteer. At the conclusion of your service, or upon ASCM’s request at any time, you agree to return to ASCM all confidential information or trade secrets as well as all documents, diskettes, and other materials containing same.

For purposes of this agreement, “confidential information or trade secrets” includes information (whether written or oral and whether in electronic or any other format or medium) that: (1) derives value from not being generally known and not being readily ascertainable by proper means by third parties; or (2) is licensed to ASCM under an obligation to maintain its secrecy. “Confidential information or trade secrets” includes, without limitation, the following: (i) all deliberations of the ASCM Board, including all materials and information distributed in connection therewith; (ii) all information relating to consulting, educational programs, training, and any other proprietary products or services offered by ASCM; (iii) all models, formulae, drawings, and technical and research data; (iv) all software (source and object code), algorithms, computer processing systems, techniques, methodologies, formulae, and specifications used or owned by ASCM; (v) all membership information, including without limitation, identities, addresses, e-mail addresses, telephone numbers, fax numbers, or other identifying information of ASCM’s past, present, and prospective members; (vi) all names, addresses, and identifying information of ASCM’s vendors, suppliers, customers, and other entities with whom ASCM conducts business; (vii) ASCM’s methods and practices of doing business; (viii) ASCM’s pricing policies, structures, and practices; (ix) ASCM’s financial, budgetary, advertising, marketing and sales/services plans, forecasts, strategies, reports, and data; (x) all information or data that is subject to protection under the applicable trade secrets laws; and (xi) any other information, materials, documents, or data that ASCM reasonably identifies as confidential and/or proprietary information and/or trade secrets.

Notwithstanding the foregoing, information described above shall not be deemed “confidential information or trade secrets” to the extent that (i) it has been placed in the public domain without your direct or indirect involvement and with the actual knowledge of ASCM, and ASCM has not taken any action to enforce its rights with respect to such information or otherwise protect such information as confidential information and/or trade secrets; or (ii) applicable law expressly prohibits the information from being considered confidential information or trade secrets.

Neither the execution or delivery of this agreement, nor the furnishing of confidential information or trade secrets by ASCM shall be construed as granting to you, either expressly, by implication, by estoppel, or otherwise, a license under any invention, trade secret, patent, trademark or copyright owned or controlled by ASCM.

In the event that one or more of the provisions herein is declared by a court to be void or unenforceable, no other provisions shall be affected. If any provision is declared by a court to be over broad, that provision shall be limited and enforced to the greatest extent permitted by law. You agree that ASCM will be entitled to immediate injunctive relief, and all other available relief, in the event of your threatened or actual violation of any term hereof. This agreement shall be governed by the laws of the State of Illinois. This agreement supersedes all prior agreements and understandings pertaining to the subject matter herein.

ASCM CONFLICT OF INTEREST POLICY

This Conflict of Interest Policy is designed to help ASCM volunteers identify situations that present potential conflicts of interest and to provide ASCM with a procedure which, if observed, will allow a transaction to be treated as valid and

binding even though a volunteer has or may have a conflict of interest with respect to the transaction. This policy is intended to comply with applicable statutory provisions governing conflicts of interest for directors of nonprofit corporations. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in an applicable statutory provision, the statutory provision shall control.

Definitions

- “Covered person” means any person serving as an ASCM volunteer or employee.
- “Family member” means a spouse, domestic partner, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of a covered person.
- “Financial interest” means a financial or pecuniary interest of any kind, which, in view of all the circumstances, is substantial enough that it would affect, or could reasonably be perceived by others to affect, the covered person’s or family member’s judgment with respect to transactions to which the entity is a party. This includes all forms of compensation. For purposes of this policy, an ownership interest of less than 3 percent in a publicly traded company shall not, by itself, constitute a financial interest.
- “Representative” means a director, officer, agent, partner, consultant, trustee, or representative.
- “Transaction” means any agreement, relationship or business dealing involving: (i) the sale or purchase of goods, services, or rights of any kind; (ii) the providing or receipt of a loan or grant, or (iii) the establishment of other type of pecuniary relationship. The making of a gift to ASCM is not a contract or transaction.

Conflicts of Interest

For purposes of this policy, each of the following circumstances shall be deemed a conflict of interest:

- Outside Interests
 - A transaction involving ASCM and a covered person or family member.
 - A transaction involving ASCM and an entity in which a covered person or family member has a financial interest, or of which such person serves as a representative.
- Outside Activities
 - A covered person competing with ASCM in the rendering of services or the provision of goods.
 - A covered person having a financial interest in, or being a representative of, an entity that competes with ASCM.

Gifts, Gratuities, Entertainment and Honoraria

A covered person or family member shall not accept gifts, entertainment, or other item of gratuity in excess of \$50.00 in value from an individual or entity that: (a) does or is seeking to do business with ASCM, (b) is a competitor of ASCM; or (c) has received or is seeking to receive a loan, grant, or other financial commitment from ASCM.

A covered person may not, without the express written consent of the ASCM Chief Executive Officer, accept an article/book/speaking engagement that would deprive ASCM of membership and/or program fees, or involve the use of ASCM staff or resources to develop or design the article/book/speaking engagement.

Procedure

Prior to action on a transaction involving a conflict of interest, the volunteer having a conflict of interest shall disclose all facts material to the conflict of interest. Such disclosure shall be reflected in the minutes of the meeting.

The person having a conflict of interest shall not participate in discussion of the matter by the Board, committee, or subgroup except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.

The person having a conflict of interest shall not vote on matters relating to the transaction. Such person’s ineligibility shall be reflected in minutes of the meeting.

In the event it is unclear whether a conflict of interest exists, the individual with the potential conflict shall disclose the circumstances to the ASCM chair or his or her designee, who shall determine whether there exists a conflict of interest that is subject to this policy. In making this determination, the ASCM chair or his or her designee may seek the advice of counsel or other third parties.

Covered persons who are not ASCM Board, committee, or sub-group members, or who have a conflict of interest with respect to a transaction that is not the subject of Board, committee, or sub-group action, shall disclose such conflict to the ASCM chair or his or her designee. The covered person shall refrain from any action that may affect ASCM's participation in such transaction.

Disclosure Form

Each covered person shall annually complete a disclosure form (Attachment A) identifying any relationships, positions, or circumstances in which he or she is involved that he or she believes could contribute to a conflict of interest. Such relationships, positions, or circumstances might include ownership of, or participation in, a business that might provide goods or services to ASCM, ASCM chartered chapters, or affiliated organizations. Any such information regarding outside business interests or activities of a covered person shall be made available only to the chair and the Chief Executive Officer; their designees; any committee appointed to address conflicts of interest; and other persons as necessary in connection with the implementation of this policy.

The submission of disclosure forms does not relieve covered persons of their obligation to disclose conflicts of interest as they arise under the above stated procedures.

ASCM HARASSMENT POLICY

Harassment

Harassment of any kind is expressly prohibited by ASCM. Harassment includes, but is not limited to, any unwelcome or unsolicited verbal statement (e.g., demeaning, derogatory, or vulgar comments) or physical conduct (e.g., hitting, pushing, touching, making sexual gestures, disseminating pictures or other graphic material) based on race, age, sex, sexual orientation, marital status, color, disability, physical appearance, national origin, ethnic status, or religion, which is either: (1) made a term or condition of employment, (ii) used as the basis for employment or advancement decisions, or (iii) has the purpose or effect of unreasonably interfering with work or creating an intimidating, hostile, or offensive work environment.

Sexual Harassment

Sexual harassment includes, but is not limited to, any unwelcome or unsolicited sexual advances, demands for sexual favors or other verbal, physical, or sexual conduct of a sexual nature that is either: (i) made a term or condition of employment, (ii) used as the basis for employment or advancement decisions; or (iii) has the purpose or effect of unreasonably interfering with work or creating an intimidating, hostile, or offensive work environment.

ASCM does not tolerate any form of sexual harassment. ASCM will make every effort to provide an environment that is free from all forms of sexual harassment and intimidation.

Any act of sexual harassment, including the use of disparaging or demeaning remarks or the making of improper advances is prohibited. ASCM will not tolerate encouraging, condoning, or otherwise permitting sexual harassment. Moreover, retaliatory action against anyone filing a complaint of any type of discrimination, including sexual harassment, is strictly prohibited. Anyone who violates this policy will be subject to appropriate disciplinary action based on the circumstances of each case.

Procedure

Anyone who believes he or she has been the subject of sexual or other harassment is obliged to report the alleged act immediately to the chair of the ASCM Board or ASCM's Human Resources Department. Anyone who witnesses incidents of sexual harassment should immediately report the incident to the chair of the ASCM Board or ASCM's Human Resources Department.

All complaints will be investigated in a timely and, to the greatest extent practicable, confidential manner. No one involved in the investigation is permitted to discuss the subject outside of the investigation process.

All complaints will be investigated by an impartial third party. ASCM will endeavor to protect individuals from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.

ASCM INTELLECTUAL PROPERTY RIGHTS POLICY

Individuals participating as an ASCM volunteer agree as follows:

Except as set forth below, all copyrightable works which are directly or indirectly made, conceived, or contributed by you during the course of your service as an ASCM volunteer (collectively "creations") have been and will continue to be commissioned by ASCM and be works made for hire. If any creation is found by a court of competent jurisdiction not to be a work made for hire, you hereby assign such creation and all intellectual property rights to ASCM, including all rights of reproduction, distribution, performance, display, and the right to create derivative works.

You further agree to execute any documents that ASCM may deem necessary to enable ASCM to obtain all proprietary rights in the creations, and you agree not to copy, reproduce, revise, distribute, sell, or attempt to sell any creations without the written consent of ASCM. The foregoing is addition to, and not in limitation of, any and all rights that ASCM may have under applicable federal, state, and local laws governing copyright and other intellectual property matters.

Except as set forth below, any ideas, information, data, documents or materials that you disclose or present during your time as a volunteer may be modified by the Board, committee, or sub-group, or compiled with other works, and all resulting works, compilations, and creations, and all intellectual property rights, shall be the property of ASCM. Notwithstanding the foregoing, if you intend to present or disclose intellectual property during your time as a volunteer for informational purposes which you do not wish to be incorporated as part of any ASCM material, and with respect to which you desire to retain all ownership rights, you must bring the matter to the attention of the chair in writing prior to commencement of the meeting. In that event, you shall retain ownership of the work, unless otherwise agreed by the parties.

If You use generative artificial intelligence ("AI") in the performance of your service as an ASCM volunteer (the "Services"), You (i) shall not include ASCM's Confidential Information, any personal information of any individual associated with ASCM, any security authentication mechanisms or passwords, or any other sensitive or proprietary information as user inputs into any AI application, (ii) shall use only AI platforms that do not retain user inputs, or that allow users to opt-out of retaining user input provided You elect to opt-out, (iii) shall use only AI platforms that grant users the unfettered right to use content generated by the platform. You represent to ASCM that (w) Your rights in and to any AI-generated Work Product are assigned to ASCM as set forth above, (x) You have reviewed each and every factual statement included in Your Work Product and such facts have been independently verified as accurate, (y) any AI-generated Work Product does not infringe upon or violate any intellectual property rights, rights of likeness or publicity, or any other third-party right of any kind, and (z) Your use of AI in the performance of the Services complies with all applicable laws and regulations (including those pertaining to data privacy and security, and financial or health care regulations).

You agree to submit to personal and subject matter jurisdiction in the state and federal courts of the State of Illinois in connection with any action that might be commenced in either of those forums by ASCM to enforce the terms of this policy.

ASCM ANTITRUST COMPLIANCE POLICY

The purpose of this policy statement is to assist ASCM employees and volunteers in ensuring compliance with all applicable antitrust laws by all participants in ASCM sponsored meetings and events.

The antitrust laws are designed to encourage and promote fair competition and to discourage anticompetitive behavior and restraints on trade. These laws – the Sherman Act, the Clayton Act, and the Federal Trade Commission Act and similar laws in several states – prohibit contracts, combinations, conspiracies, and other agreements in restraint of trade, including monopolization and attempts at monopolization.

Associations, like ASCM, by their very nature must be particularly careful to avoid antitrust violations. Several ASCM meetings and events bring together various members of the business community, including many industry competitors. These activities have the capacity to create an environment where antitrust violations can occur. Therefore, it is the policy of the ASCM to fully comply with all antitrust laws applicable to business association activities.

ASCM Meeting and Event Guidelines:

In furtherance of this policy, ASCM has adopted the following guidelines to ensure compliance with antitrust laws at all ASCM sponsored meetings and events. All ASCM employees, volunteers, and participants should adhere to these guidelines while participating in ASCM sponsored meetings and events.

DO adhere to the following guidelines at all ASCM sponsored meetings and events:

- **DO** have an ASCM representative or legal counsel present at all ASCM sponsored meetings;
- **DO** prepare and adhere to advance written meeting agendas;
- **DO** ensure that the meeting minutes fully and accurately describe all the matters that transpire during the meeting;
- **DO** object to any discussions or meeting activities that appear to violate these guidelines. If such conduct continues, you should immediately excuse yourself from the group, insist that the meeting minutes reflect your departure, and communicate your objection to the appropriate ASCM representative and the Legal Department;
- **DO** consult ASCM Legal Department on all antitrust questions related to ASCM activities; and
- **DO** be conservative. If you feel an activity might be improper, do not do it.

DO NOT in fact or appearance, discuss or exchange information regarding any of the following matters:

- **DO NOT** discuss your prices or competitors' prices with a competitor (except when buying from or selling to that competitor) or anything which might affect prices such as costs, discounts, terms of sale, credit terms or profit margins;
- **DO NOT** agree with competitors to uniform terms of sale, warranties, or contract provisions;
- **DO NOT** agree with competitors to divide customers, products, services or territories;
- **DO NOT** act jointly with one or more competitors to put another competitor at a disadvantage;
- **DO NOT** try to prevent your supplier from selling to your competitor;
- **DO NOT** discuss your customers with your competitors;
- **DO NOT** make any statements regarding prices or matters affecting prices at association meetings. Do not participate in these discussions when others do;
- **DO NOT** make statements about your future plans regarding pricing, expansion, or other policies with competitive overtones. Do not participate in these discussions when others do;

- **DO NOT** attend or stay at any informal meeting where there is no agenda, no minutes are taken, and no ASCM employee is present;
- **DO NOT** do anything before or after any ASCM sponsored meeting, or at social events, which would be improper, for purposes of antitrust laws, at a formal ASCM meeting; and
- **DO NOT** participate in any discussions outside of the meeting room, such as in hallways or restrooms, which would be improper, for purposes of antitrust laws, at a formal ASCM meeting.

Any questions or concerns regarding the ASCM's Antitrust Compliance Policy should be addressed to ASCM's Legal Department at either 773.867.1778 or legal@ASCM.org.

ASCM WHISTLEBLOWER POLICY

The Sarbanes-Oxley Act requires the ASCM Ethics Committee to establish procedures, in accordance with Section 301 of the Act, for:

- the receipt, retention, and treatment of complaints received by ASCM regarding accounting, internal controls, or auditing matters; and
- the submission of concerns regarding questionable accounting or audit matters by employees, directors, officers, and other stakeholders of ASCM, on a confidential and anonymous basis.

The ASCM Code of Ethical Conduct for Professional-Staff Financial Managers and Code of Ethical Principles and Standards of Conduct (hereinafter referred to as the "Codes") require Board, committee, and sub-group members, other volunteers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Employees and representatives of the organization must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

A. Reporting Responsibility

Each Board, committee, and sub-group member, other volunteer, and employee of ASCM has an obligation to report in accordance with this Whistleblower Policy: (i) questionable or improper accounting or auditing matters and (ii) violations and suspected violations of ASCM's Codes (hereinafter collectively referred to as "Concerns").

B. Authority of Ethics Committee

All reported Concerns will be forwarded to the Ethics Committee in accordance with the procedures set forth herein. The Ethics Committee shall be responsible for investigating, and making appropriate recommendations to the ASCM Board, with respect to all reported Concerns.

C. No Retaliation

This Whistleblower Policy is intended to encourage and enable Board, committee, and sub-group members, other volunteers, and employees to raise Concerns within the organization for investigation and appropriate action. With this goal in mind, therefore, no Board, committee, or sub-group member, other volunteer, or employee who, in good faith, reports a Concern shall be subject to retaliation or, in the case of an employee, adverse employment consequence. Moreover, a volunteer or employee who retaliates against someone who has reported a Concern in good faith is subject to discipline up to, and including, dismissal from the volunteer position or termination of employment, respectively.

D. Reporting Concerns

EMPLOYEES

Employees should first discuss their Concern with their immediate supervisor. If, after speaking with his/her supervisor, the individual continues to have reasonable grounds to believe the Concern is valid, the individual should

report the Concern to ASCM's Human Resources Department. In addition, if the individual is uncomfortable speaking with his/her supervisor or the supervisor is a subject of the Concern, the individual should report his/her concern directly to ASCM's Human Resources Department.

If the Concern was reported verbally to ASCM's Human Resources Department, the reporting individual, with assistance from ASCM's Human Resources Department, shall reduce the Concern to writing. The Concern form can be found in Appendix A. ASCM's Human Resources Department is required to promptly report the Concern to the chair of the Ethics Committee (hereinafter referred to as "Chair"), which has specific and exclusive responsibility to investigate all Concerns. If ASCM's Human Resources Department, for any reason, does not promptly forward the Concern to the Chair, the reporting individual should directly report the Concern to the Chair. Contact information for the Chair may be obtained through ASCM's Human Resources Department.

Concerns may be also be submitted anonymously. Such anonymous Concerns should be in writing and sent directly to the Chair.

DIRECTORS AND OTHER VOLUNTEERS

Board, committee, sub-group members, and other volunteers should submit Concerns in writing directly to the Chair. Contact information for the Chair may be obtained from ASCM's Chief Executive Officer.

E. Procedure of Reported Violations

The Ethics Committee shall address all reported concerns.

1. The Chair will notify the sender and acknowledge receipt of the Concern within five (5) business days, if possible. It will not be possible to acknowledge receipt of anonymously submitted Concerns.
2. The Chair shall contact the complainant within 5 days of receiving the complaint and ensure a complete understanding of the alleged violation.
3. The Ethics Committee shall make a preliminary determination that there could be a violation of ASCM's Codes and/or questionable or improper accounting or auditing matters.
 - a. If it is determined that there is no violation of ASCM's Codes and/or questionable or improper accounting or auditing matters, the Chair shall notify the Complainant and the reason why it will not accept the Concern. The Complainant would also receive notice of the right to appeal the Chair's decision to the Ethics Committee.
 - b. If the Concern is accepted, the Chair shall immediately notify the Ethics Committee, the Chair of the Board, and the Chief Executive Officer. The investigation will commence within thirty (30) days of the Concern acceptance. The Chair shall acknowledge in writing to the Complainant that the Concern has been accepted and inform the Complainant of the investigation. A copy of these Enforcement Procedures shall be sent with the notice.
 - c. The Chair shall acknowledge in writing to the Adverse Party that a Concern has been filed against the Adverse Party and that an investigation has commenced. A copy of the complaint and these Enforcement Procedures shall be sent with the notice.

F. Investigation

The Ethics Committee has the authority to retain outside legal counsel, accountants, private investigators, or any other resource deemed necessary to conduct a full and complete investigation of the allegations.

If the investigation finds that the Concern is not warranted, the Ethics Committee will inform the Complainant and the Adverse Party that the Concern is being dismissed, and provide each party with a copy of the investigation and reason for dismissal.

G. Discipline

The Ethics Committee may decide to impose no disciplinary measures or to impose one or more of the following disciplinary measures at the end of the investigation: Reprimand, Probation, Suspension, or Termination. If determined, the Concern may also give rise to other actions, including civil lawsuits.

It is the intent of these Procedures that the range of disciplinary measures be as broad and flexible as possible so that appropriate disciplinary measures can be employed to remedy and redress the violation that has been committed.

I have read, I understand, and I agree to comply with ASCM's policies regarding Ethical Principles, Standards of Conduct, Confidentiality, Conflicts of Interest, Harassment, Intellectual Property, Antitrust Compliance, and Whistleblowing. Moreover, I understand and agree that noncompliance with any provision of these policies may be grounds for immediate removal from the ASCM Board, committee, or sub-group.

Signature: _____

Date: _____

Print your full name here: _____



**ATTACHMENT A
ASCM DISCLOSURE FORM**

Name (please print): _____

Current Employer: _____

Job Position/Title: _____

Please describe below any relationships, positions, or circumstances in which you are involved that could contribute to a conflict of interest, as defined in the ASCM Conflict of Interest Policy. As an example, you should disclose any role that you have in providing instruction of ASCM courseware to ASCM or a local ASCM chapter.

Note: The submission of this form does not relieve you of your obligation to disclose Conflicts of Interest as they arise and to comply with the procedures set forth in the ASCM Conflict of Interest Policy.

Signature: _____

Date: _____